

The Honorable Jamal M. Whitehead

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware
corporation; and AMAZON.COM SERVICES
LLC, a Delaware limited liability company;
AMAZON TECHNOLOGIES, INC., a Nevada
corporation,

Plaintiffs,

v.

SERGII DANYLCHENKO, an individual; and
DOES 1-10, d/b/a “Amz-expert.pro”,

Defendants.

Case No. 2:24-cv-00824-JNW

**STIPULATED CONSENT JUDGMENT
AND PERMANENT INJUNCTION**

WHEREAS, Plaintiffs Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies, Inc. (collectively, “Amazon” or “Plaintiffs”) filed this action against Defendant Sergii Danylchenko (“Defendant”) seeking injunctive relief and monetary damages, costs, and attorneys’ fees;

WHEREAS, Plaintiffs alleged claims against Defendant for: (i) fraud; (ii) intentional interference with contractual relations; (iii) unjust enrichment; (iv) trademark infringement under 15 U.S.C. § 1114; and (v) false designation of origin under 15 U.S.C. § 1125(a)(1)(A) (collectively, the “Claims”);

WHEREAS, Plaintiffs and Defendant have agreed to resolve their dispute, and now wish to stipulate to this Consent Judgment and Permanent Injunction;

WHEREAS, Plaintiffs and Defendant now stipulate and consent to this Consent Judgment and Permanent Injunction, to its prompt entry by the Court, and to each and every provision, order, and decree herein;

WHEREAS, the Parties represent that they have read this Consent Judgment and Permanent Injunction, entered into it voluntarily, and have had the opportunity to seek the advice of counsel prior to their consent to this Judgment;

NOW THEREFORE, Plaintiffs and Defendant hereby stipulate to and request that the Court order the following Consent Judgment and Permanent Injunction;



IT IS ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

1. The Court has personal jurisdiction over each of the parties to this action. The Court also has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a).

2. On June 11, 2024, Amazon filed a Complaint against Defendant in this action asserting the Claims.

3. At the time the Complaint was filed and at the time of Defendant's alleged wrongful conduct, Plaintiffs owned the following registered trademarks (the "Amazon Trademarks"), all of which are valid, unrevoked, and subsisting, and which constitute prima facie evidence of Amazon's exclusive ownership of the marks during all relevant periods:

<u>Mark</u>	<u>Registration No. (International Classes)</u>
AMAZON	2,657,226 (Int. Cl. 42) 2,738,837 (Int. Cl. 38) 2,738,838 (Int. Cl. 39) 2,832,943 (Int. Cl. 35) 2,857,590 (Int. Cl. 9) 3,868,195 (Int. Cl. 45) 4,171,964 (Int. Cl. 9) 4,533,716 (Int. Cl. 2) 4,656,529 (Int. Cl. 18) 4,907,371 (Int. Cls. 35, 41, 42) 5,102,687 (Int. Cl. 18) 5,281,455 (Int. Cl. 36)

<u>Mark</u>	<u>Registration No. (International Classes)</u>
AMAZON.COM	2,078,496 (Int. Cl. 42) 2,167,345 (Int. Cl. 35) 2,559,936 (Int. Cls. 35, 36, 42) 2,633,281 (Int. Cl. 38) 2,837,138 (Int. Cl. 35) 2,903,561 (Int. Cls. 18, 28) 3,411,872 (Int. Cl. 36) 4,608,470 (Int. Cl. 45)
	4,171,965 (Int. Cl. 9) 5,038,752 (Int. Cl. 25)
	2,684,128 (Int. Cl. 38) 2,696,140 (Int. Cl. 42) 2,789,101 (Int. Cl. 35) 2,884,547 (Int. Cl. 39) 2,970,898 (Int. Cl. 41) 3,414,814 (Int. Cl. 36)

4. Plaintiffs allege that Defendant offered fraudulent services designed to provide bad actors operating Amazon selling accounts with falsified documentation in order to circumvent Amazon's seller approval and product authentication processes for restricted products or categories in the Amazon.com store, in violation of Amazon's policies, intellectual property rights, and the law. Amazon further asserts that the actions of Defendant constitutes fraud, intentional interference with contractual relations, unjust enrichment, and direct and contributory trademark infringement and false designation of origin under the Lanham Act.

5. Defendant's conduct has caused, and unless enjoined by this Court will continue to cause, serious and irreparable injury to Plaintiffs, for which they have no adequate remedy at law.

6. Defendants have agreed to the entry of this Consent Judgment and Permanent Injunction whereby Defendant is enjoined from directly or indirectly, or through any other party, (1) using any indication of Amazon's brand in connection with any product, service, or website; (2) offering to sell, selling, or marketing any product or service using Amazon's brand or Amazon Trademarks, or which otherwise infringes Amazon's intellectual property rights, on any

1 platform or in any medium; (3) offering, marketing, advertising, distributing, or selling any
2 service designed to submit falsified documentation on behalf of sellers or otherwise circumvent
3 Amazon's processes for seller approval and product authentication;; and (4) assisting, aiding, or
4 abetting any other person or entity in engaging in or performing any of the activities listed in (1)-
5 (3) above.

6 **NOW, THEREFORE, IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, AS**
7 **FOLLOWS:**

8 7. The Court enters Final Judgment in favor of Plaintiffs and against Defendant on
9 all Claims.

10 8. Upon the entry of this Judgment, Defendant and his agents, representatives,
11 successors, and assigns, are permanently enjoined and restrained from directly or indirectly, or
12 through any other party: (1) using any indication of Amazon's brand or Amazon's Trademarks in
13 connection with any product, service, or website; (2) offering to sell, selling, or marketing any
14 product or service using Amazon's brand or the Amazon Trademarks, or which otherwise
15 infringes Amazon's intellectual property rights, on any platform or in any medium; (3) offering,
16 marketing, advertising, distributing, or selling any service designed to submit falsified
17 documentation on behalf of sellers or otherwise circumvent Amazon's processes for seller
18 approval and product authentication; and (4) assisting, aiding, or abetting any other person or
19 entity in engaging in or performing any of the activities listed in (1)-(4) above.

20 9. 9. The Court further ORDERS that Plaintiffs recover from Defendants,
21 jointly and severally, the amount of \$500,000 in damages for: (i) fraud; (ii) intentional
22 interference with contractual relations; (iii) unjust enrichment; (iv) trademark infringement under
23 15 U.S.C. § 1114; and (v) false designation of origin under 15 U.S.C. § 1125(a)(1)(A).

24 10. The above amount shall bear interest at the statutory rate prescribed by 28
25 U.S.C. § 1961 from the date of entry.

26 11. All claims against Defendants are dismissed with prejudice. Notwithstanding the
27 dismissal of this action against Defendants, this Court shall retain exclusive personal and subject

1 matter jurisdiction to enforce the terms of this Consent Judgment and Permanent Injunction and
2 the Settlement Agreement entered into in connection herewith and for any supplemental
3 proceedings that may be authorized by law.

4 12. Each party shall bear its attorneys' fees and costs incurred in connection with this
5 matter.

6
7 **IT IS SO ORDERED AND ADJUDGED.**

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9 DATED this 2nd day of September, 2025.

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11 
12 THE HONORABLE JAMAL M. WHITEHEAD
UNITED STATES DISTRICT JUDGE

13 Presented by:

14 DAVIS WRIGHT TREMAINE LLP
15 *Attorneys for Amazon.com, Inc.*

16 *s/Scott Commerson*

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27
28 SERGII DANYLCHENKO

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5 matter.

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7 **IT IS SO ORDERED AND ADJUDGED.**

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9 DATED this _____ day of _____, 2025.

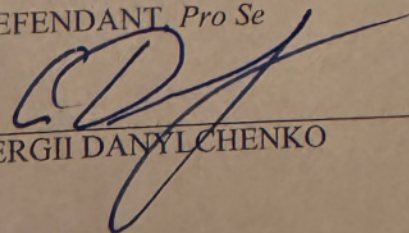
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11 THE HONORABLE JAMAL M. WHITEHEAD
12 UNITED STATES DISTRICT JUDGE

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(2:24-cv-00824 -JNW)

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